

EXHIBIT A

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

ARK104 DOE,

Plaintiff,

v.

NATIONAL BOY SCOUTS OF AMERICA
FOUNDATION a/k/a THE BOY SCOUTS
OF AMERICA; GREATER NEW YORK
COUNCILS, BOY SCOUTS OF AMERICA
a/k/a GREATER NEW YORK CITY
COUNCILS, BRONX COUNCIL a/k/a and
d/b/a BRONX COUNCIL, BOY SCOUTS OF
AMERICA; TEN MILE RIVER SCOUT
CAMPS, BOY SCOUTS OF AMERICA a/k/a
TEN MILE RIVER SCOUT CAMPS; ALPINE
SCOUT CAMP a/k/a ALPINE SCOUT
CAMP, BOY SCOUTS OF AMERICA;
PATRICK A. MANCUSO; and DOES 1-5
whose identities are unknown to Plaintiff,

Defendants.

Index No. _____

COMPLAINT**DEMAND FOR JURY TRIAL**

From approximately the years of 1970 through 1972, Boy Scout Leader Patrick A. Mancuso ("Mancuso") sexually abused Plaintiff as a child. While the abuse occurred, Defendants were generally negligent, they negligently employed Mancuso, and gave him access to children, including Plaintiff. Additionally, Defendant Boy Scouts of America has created and continues to maintain a nuisance by concealing sexual abuse of scouts by its present and former agents. This lawsuit arises out of Plaintiff's significant damages from that sexual abuse, and concealment of information related to sexual abuse, as

described below. Plaintiff, by and through Plaintiff's attorneys, states and alleges as follows:

PARTIES

A. Plaintiff

1. At all times material to this Complaint, Plaintiff resided in the State of New York.

2. Plaintiff currently resides in the State of New York.

3. Plaintiff brings this action under a pseudonym with leave of Court.

B. Defendants

4. Whenever reference is made to any Defendant entity, such reference includes that entity, its parent companies, subsidiaries, affiliates, predecessors, and successors. In addition, whenever reference is made to any act, deed, or transaction of any entity, the allegation means that the entity engaged in the act, deed, or transaction by or through its officers, directors, agents, employees, or representatives while they were actively engaged in the management, direction, control, or transaction of the entity's business or affairs.

5. At all times material, Defendant National Boy Scouts of America Foundation a/k/a The Boy Scouts of America ("Boy Scouts of America") was and is a congressionally chartered corporation, authorized to do business in New York, with its principal place of business located at 1325 W. Walnut Hill Lane, Irving, Texas 75038. Defendant Boy Scouts of America includes, but is not limited to, the organization and any other organization and/or entities operating under the same or similar name with the

same or similar principal place of business.

6. At all times material, Boy Scouts of America had and continues to have continuous and systematic contacts throughout the State of New York including, but not limited to, New York County.

7. At all times material, Defendant Greater New York Councils, Boy Scouts of America a/k/a Greater New York City Councils, Bronx Council a/k/a and d/b/a Bronx Council, Boy Scouts of America ("GNYC") was and continues to be a non-profit corporation authorized to conduct business and conducting business in the state of New York, with its principal place of business at 475 Riverside Drive, Room 600, New York, New York 10115. Defendant GNYC includes, but is not limited to, the organization and any other organization and/or entities operating under the same or similar name with the same or similar principal place of business.

8. Upon information and belief, Defendant GNYC was and continues to be a local council of the Boy Scouts of America, subdivided into boroughs and districts to operate and manage Defendant Boy Scouts of America's operations in the New York City Area.

9. At all times material, Defendant Ten Mile River Scout Camps, Boy Scouts of America ("Ten Mile River") was and continues to be a non-profit corporation authorized to conduct business and conducting business in the state of New York, with its principal place of business at 1481 Crystal Lake Road, Narrowsburg, New York 12764. Defendant Ten Mile River includes, but is not limited to, the organization and any other organization and/or entities operating under the same or similar name with the same or

similar principal place of business. Ten Mile River functions as a business by engaging in numerous revenue producing activities and soliciting money in exchange for its services, including but not limited to providing overnight camp facilities and activities for Boy Scouts. Ten Mile River has several programs that seek out the participation of children in Ten Mile River's activities. Ten Mile River, through its officials, have control over those activities involving children. Ten Mile River has the power to appoint, supervise, monitor, and fire each person working with children with Ten Mile River.

10. At all times material, Defendant Alpine Scout Camp, Boy Scouts of America a/k/a Alpine Scout Camp ("Alpine") was and continues to be a non-profit corporation authorized to conduct business and conducting business in the state of New Jersey, with its principal place of business at 441 Route 9W, Alpine, New Jersey 07620. Defendant Alpine includes, but is not limited to, the organization and any other organization and/or entities operating under the same or similar name with the same or similar principal place of business. Alpine functions as a business by engaging in numerous revenue producing activities and soliciting money in exchange for its services, including but not limited to providing overnight camp facilities and activities for Boy Scouts. Alpine has several programs that seek out the participation of children in Alpine's activities, including that seek out the participation of children from the State of New York. Alpine, through its officials, have control over those activities involving children. Alpine has the power to appoint, supervise, monitor, and fire each person working with children with Alpine.

11. At all times material, Defendant Patrick A. Mancuso ("Mancuso") was an adult resident of the State of New York and an adult leader of Boy Scout Troop No. 744

in the Bronx, New York. At all times material, Mancuso remained under the direct supervision, employ and control of Defendants Boy Scouts of America, and GNYC. Defendant Entities placed Mancuso in positions where he had access to and worked with children as an integral part of his work.

12. Defendants Does 1 through 5 are unknown agents whose identities will be provided when they become known pursuant to C.P.L.R. § 1024.

JURISDICTION

13. This Court has jurisdiction pursuant to C.P.L.R. § 301 as Defendant GNYC's principal place of business is in New York and because the unlawful conduct complained of herein occurred in New York.

14. Venue is proper pursuant to C.P.L.R. § 503 in that New York County is the principal place of business of Defendant GNYC. In addition, many of the events giving rise to this action occurred in New York County.

FACTUAL ALLEGATIONS

15. Plaintiff was a youth member of Troop No. 744 in the Bronx, New York and came into contact with Mancuso as an agent and representative of Defendants.

16. Through his participation in the Boy Scouts, Plaintiff developed great admiration, trust and respect for scouting and came to know and trust Mancuso as his scoutmaster, a mentor and authority figure. During and through these activities, Plaintiff, as a minor and vulnerable child, was dependent on Defendants and Mancuso. Defendants had custody of Plaintiff and accepted the entrustment of Plaintiff and, therefore, had responsibility for Plaintiff and authority over Plaintiff.

17. From approximately 1970 to 1972, when Plaintiff was approximately 12 to 15 years old, Defendant Mancuso engaged in unpermitted sexual contact with Plaintiff.

18. Defendants Boy Scouts of America, GNYC, Ten Mile River and Alpine have known for decades that sexual predators had infiltrated scouting, desiring positions around children, due in part to their sexual interest in children. Defendants knew or should have known of the danger that pedophiles presented to children participating in scouting before Plaintiff was abused.

19. Defendants Boy Scouts of America's and GNYC's own "Ineligible Volunteer Files," including a subcategory referred to as the "Perversion Files," collected and maintained in secrecy for at least 70 years, reveal that pedophiles are drawn to scouting and that the Boy Scouts is a sanctuary for child molesters.

20. Defendants Boy Scouts of America's and GNYC's "Perversion Files" demonstrate that the Boy Scouts are aware and have been aware that pedophiles are attracted to scouting, the distinctive characteristics of scouting render scouts particularly susceptible to pedophiles who are given authority, and the actual and apparent authority of persons who serve in scoutmaster roles are used by pedophiles to sexually abuse young scouts in and out of scouting.

21. In May 1978, Defendant Boy Scouts of America placed Mancuso in its confidential "Ineligible Volunteer" files.

22. In 2012, Defendant Boy Scouts of America was ordered to disclose the Ineligible Volunteer Files of 1247 alleged child sexual abusers who worked for the Boy Scouts of America between 1965 and 1985 by the Oregon Supreme Court. Boy Scouts of

America continues to conceal information about ineligible volunteers that have been disclosed and the files of, and information about, ineligible volunteers not included in the 2012 release. As a result, children are at risk of being sexually molested.

23. In 2019, Dr. Janet Warren, a professor of psychiatry and neurobehavioral sciences employed at the Institute of Law, Psychiatry and Public Policy at the University of Virginia, testified that she was contracted by Boy Scouts of America to review Ineligible Volunteer Files from 1944 through 2016. Dr. Warren testified that her review of the files identified 7,819 perpetrators who they believed had been involved in sexually abusing a child. According to Dr. Warren, her review of the Boy Scouts of America files also identified 12,254 victims.

24. In 2013, a Minnesota District Court ordered Defendant Boy Scouts of America to disclose all Ineligible Volunteer Files of alleged child sexual abusers who worked in the Boy Scouts of America between 1999 and 2008. The Ineligible Volunteer Files produced under this order comprised approximately 1,538 cases of abuse detailed in approximately 48,000 pages of documents. However, these files are under court order not to be published, shared, or distributed by parties other than Defendant Boy Scouts of America without the court's permission, which has not been granted. As a result, Boy Scouts of America continues to conceal information about ineligible volunteers who worked for the Boy Scouts of America between 1999 and 2008. As a result, children are at risk of being sexually molested.

25. Upon information and belief, Defendant Boy Scouts of America has failed to report multiple allegations of sexual abuse of children by its agents to the proper civil

authorities. As a result, children continue to be at risk of being sexually molested.

26. Defendant Boy Scouts of America continues to conceal important information about the agents and volunteers accused of sexual misconduct with minors. As a result, children are at risk of being sexually molested.

**COUNT I: SEXUAL BATTERY
AGAINST DEFENDANT PATRICK A. MANCUSO**

27. Plaintiff incorporates all consistent paragraphs of this Complaint as if fully set forth under this Count.

28. From approximately 1970 to 1972, Defendant Mancuso inflicted unpermitted, harmful, and offensive sexual contact upon the person of the Minor Plaintiff.

29. As a direct result, Plaintiff has suffered emotional, physical, and psychological harm.

**COUNT II: NUISANCE
AGAINST DEFENDANT BOY SCOUTS OF AMERICA**

30. Plaintiff incorporates all consistent paragraphs of this Complaint as if fully set forth under this Count.

31. Defendant Boy Scouts of America's actions and omissions, as described above, have interrupted or interfered with the health, safety, and welfare of the general public.

32. It offends the public morals in that the general public and Plaintiff cannot trust Defendant Boy Scouts of America to warn parents of the presence of the current and/or former credibly accused molesters, nor to identify their current and/or former

credibly accused molesters, nor to disclose said credibly accused molesters' histories, nor to disclose their patterns of conduct in grooming and sexually assaulting children, all of which create an impairment of the safety and welfare of children in the neighborhoods where Defendant Boy Scouts of America conducted, and continues to conduct, their business, and where Defendant Boy Scouts of America continue to authorize the sending and assigning of known offenders.

33. Defendant Boy Scouts of America has created and exposed the public to these unsafe conditions continuously and on an ongoing basis since at least the time that Plaintiff was sexually abused and have continued to expose the public to that unabated threat until the present day.

34. As a direct and proximate result of the Defendant Boy Scouts of America's conduct, Plaintiff has suffered special and peculiar harms distinct from the harms suffered by the public at large.

35. The harm suffered by the Plaintiff is the exact type of harm that one would expect to result from Defendant Boy Scouts of America's acts and omissions.

36. Upon information and belief, one or more members of Defendant Boy Scouts of America's leadership structure are or were mandated reporters of child abuse or maltreatment and failed in their affirmative duties to report sexual misconduct to the proper authorities.

37. Aside from the mandatory duty to report sexual misconduct, Defendant Boy Scouts of America also failed in their legal duty to refrain from exposing the public to dangerous conditions or criminal activity. Here, Defendant Boy Scouts of America

exposed children to the likelihood that they would be victims of criminal conduct under Penal Law Article 130.

38. Defendant Boy Scouts of America has an affirmative common law obligation to warn the public of a hazard that its own actions and policies have created.

39. Defendant Boy Scouts of America has a statutory duty pursuant to Penal Law Article 115 and Penal Law 260.10(1) to refrain from providing sexually abusive individuals with the means or opportunity to engage in felonious conduct that is likely to be injurious to the physical, mental, or moral welfare of a child.

40. Defendant Boy Scouts of America continues to conspire and engage and/or has conspired and engaged in efforts to: (1) conceal from the general public the sexual assaults committed by, the identities, histories, and pedophilic/ephebophilic tendencies of Mancuso and Defendant's other accused volunteers and agents; and/or (2) fail to report to and/or conceal from proper civil authorities sexual assaults and abuse committed by Mancuso and Defendant's other agents against minor children in violation of law including, but not limited to, New York Social Services Law § 413; and/or (3) attack the credibility of victims of Defendant's agents; and/or (4) protect Defendant's agents from criminal prosecution for their sexual assaults and abuse against children; and/or (5) allow known child molesters access to minors and vulnerable children; and/or (6) allow known child molesters to live freely in the community without informing the public; and/or (7) make affirmative representations regarding Defendant Boy Scouts of America's pedophilic and/or ephebophilic agents' fitness for employment, in positions that include working with children, while failing to disclose negative information

regarding sexual misconduct by such agents; and/or (8) concealing Defendant Boy Scouts of America's actions and their agents' actions from survivors of past abuse causing separate, current harm.

41. The conduct, deception and concealment by Defendant Boy Scouts of America has created or maintained a condition which unreasonably endangers the safety and health of a considerable number of persons including, but not limited to, children and residents of the State of New York and other members of the general public who live in communities where Defendant Boy Scouts of America's agents live. Defendant Boy Scouts of America's failure to report multiple allegations of sexual assault and abuse of children to proper authorities has endangered the safety and health of a considerable number of persons by allowing child molesters to avoid prosecution and remain living freely in unsuspecting communities. These child molesters, known to Defendant Boy Scouts of America but not to the public, pose a threat of additional abuse to a considerable number of members of the public and Plaintiff.

42. As a result, Defendant Boy Scouts of America has introduced the threat of criminal activity into the public sphere and have thereby impaired the public's health, safety, and welfare.

43. The conduct of Defendant Boy Scouts of America was specially injurious to Plaintiff's health, safety and welfare as because Plaintiff was sexually assaulted by Defendant Boy Scouts of America's agent, Mancuso.

44. The conduct of Defendant Boy Scouts of America was further specially injurious to Plaintiff's health, safety, and welfare in that when Plaintiff discovered

Defendant Boy Scouts of America's conduct, Plaintiff experienced mental, emotional, and/or physical distress that he had been the victim of Defendant Boy Scouts of America's conduct.

45. Plaintiff has suffered and/or continues to suffer special, particular, and peculiar psychological and emotional harm and/or peculiar pecuniary harm, different in kind from the general public, after learning of Defendant Boy Scouts of America's conduct.

46. Plaintiff's injuries are also particular to him and different from certain members of the public who have not been overtly harmed by the nuisance. People who have not been harmed by the nuisance include those who have not suffered any injury at all, those who are unaware of the nuisance, those who do not believe that the conduct of Defendant Boy Scouts of America ever occurred, and those who think that any such conduct only occurred decades ago.

47. The continuing public nuisance created by Defendant Boy Scouts of America was, and continues to be, the proximate cause of Plaintiff's special injuries and damages as alleged.

48. As a result of the above-described conduct, Plaintiff has suffered the injuries and damages described herein.

**COUNT II: NEGLIGENCE
AGAINST DEFENDANTS BOY SCOUTS OF AMERICA, GNYC,
TEN MILE RIVER, AND ALPINE**

49. Plaintiff incorporates all consistent paragraphs of this Complaint as if fully set forth under this Count.

50. Each Defendant owed Plaintiff a duty of reasonable care to protect the Plaintiff from injury.

51. Each Defendant owed Plaintiff a duty of care because each Defendant had a special relationship with Plaintiff.

52. Defendants also had a duty arising from the special relationship that existed with Plaintiff, Plaintiff's parents, and other parents of young, innocent, vulnerable children in the Boy Scouts of America to properly train and supervise its agents. This special relationship arose because of the high degree of vulnerability of the children entrusted to their care. As a result of this high degree of vulnerability and risk of sexual abuse inherent in such a special relationship, Defendants had a duty to establish measures of protection not necessary for persons who are older and better able to safeguard themselves.

53. Each Defendant owed Plaintiff a duty to protect Plaintiff from harm because each Defendant also had a special relationship with Mancuso.

54. Defendants owed Plaintiff a duty of reasonable care because they solicited youth and parents for participation in their youth programs; encouraged youth and parents to have the youth participate in their programs; undertook custody of minor children, including Plaintiff; promoted their facilities and programs as being safe for children; held their agents, including Mancuso, out as safe to work with children; encouraged children to spend time with their agents; and/or encouraged their agents, including Mancuso, to spend time with, interact with, and recruit children.

55. By accepting custody of the minor Plaintiff, Defendants established an *in*

loco parentis relationship with Plaintiff and in so doing, owed Plaintiff a duty to protect Plaintiff from injury. Further, Defendants entered into a fiduciary relationship with Plaintiff by undertaking the custody, supervision of, and/or care of the minor Plaintiff. As a result of Plaintiff being a minor, and by Defendants undertaking the care and guidance of the Plaintiff, Defendants also held a position of empowerment over Plaintiff. Further, Defendants, by holding themselves out as being able to provide a safe environment for children, solicited and/or accepted this position of empowerment. Defendants, through its employees, exploited this power over Plaintiff and, thereby, put the minor Plaintiff at risk for sexual abuse.

56. By establishing and/or operating the Boy Scouts of America, GNYC, Ten Mile River, Alpine and Troop 744, accepting the minor Plaintiff as a participant in their programs, holding their facilities and programs out to be a safe environment for Plaintiff, accepting custody of the minor Plaintiff *in loco parentis*, and by establishing a fiduciary relationship with Plaintiff, Defendants entered into an express and/or implied duty to properly supervise Plaintiff and provide a reasonably safe environment for children, who participated in their programs. Defendants owed Plaintiff a duty to properly supervise Plaintiff to prevent harm from foreseeable dangers. Defendants had the duty to exercise the same degree of care over minors under their control as a reasonably prudent person would have exercised under similar circumstances.

57. By establishing and operating the Boy Scouts of America, GNYC, Ten Mile River, Alpine and Troop 744, which offered educational programs to children, and by accepting the enrollment and participation of the minor Plaintiff as a participant in those

educational programs, Defendants owed Plaintiff a duty to properly supervise Plaintiff to prevent harm from generally foreseeable dangers.

58. Each Defendant owed Plaintiff a duty to protect Plaintiff from harm because Defendants invited Plaintiff onto their property and Mancuso posed a dangerous condition on Defendants' property.

59. Each Defendant breached its duties to Plaintiff. Defendants failed to use ordinary care in determining whether their facilities were safe and/or determining whether they had sufficient information to represent their facilities as safe. Defendants' breach of their duties include, but are not limited to: failure to protect Plaintiff from a known danger, failure to have sufficient policies and procedures in place to prevent child sex abuse, failure to properly implement policies and procedures to prevent child sex abuse, failure to take reasonable measures to ensure that policies and procedures to prevent child sex abuse were working, failure to adequately inform families and children of the risks of child sex abuse, failure to investigate risks of child molestation, failure to properly train the employees at institutions and programs within Defendants' geographical confines, failure to train the minors within Defendants' geographical confines about the dangers of sexual abuse by leaders and/or scoutmasters, failure to have any outside agency test their safety procedures, failure to protect the children in their programs from child sex abuse, failure to adhere to the applicable standard of care for child safety, failure to investigate the amount and type of information necessary to represent the institutions, programs, leaders and people as safe, failure to train their employees properly to identify signs of child molestation by fellow employees, failure by

relying upon mental health professionals, and/or failure by relying on people who claimed that they could treat child molesters.

60. Defendants also breached their duty to Plaintiff by failing to warn Plaintiff and Plaintiff's family of the risk that Mancuso posed and the risks of child sexual abuse in the Boy Scouts of America. They also failed to warn them about any of the knowledge that Defendants had about child sexual abuse, including the information contained in the "Ineligible Volunteer" Files.

61. Defendants additionally violated a legal duty by failing to report known and/or suspected abuse of children by Mancuso and/or its other agents to the police and law enforcement.

62. Prior to the sexual abuse of Plaintiff, Defendants learned or should have learned that Mancuso was not fit to work with children. Defendants, by and through their agents, servants and/or employees, became aware, or should have become aware of Mancuso's propensity to commit sexual abuse and of the risk to Plaintiff's safety. At the very least, Defendants knew or should have known that they did not have sufficient information about whether or not their leaders and people working in the Boy Scouts were safe.

63. Defendants knew or should have known that there was a risk of child sex abuse for children participating in Boy Scouts of America programs and activities. At the very least, Defendants knew or should have known that they did not have sufficient information about whether or not there was a risk of child sex abuse for children participating in Boy Scouts of America programs and activities.

64. Defendants knew or should have known that Defendants had numerous agents who had sexually molested children. Defendants knew or should have known that child molesters have a high rate of recidivism. They knew or should have known that there was a specific danger of child sex abuse for children participating in their youth programs.

65. However, despite this knowledge, Defendants negligently deemed that Mancuso was fit to work with children; and/or that any previous suitability problems Mancuso had were fixed and cured; and/or that Mancuso would not sexually molest children; and/or that Mancuso would not injure children.

66. Defendants' actions created a foreseeable risk of harm to Plaintiff. As a vulnerable child participating in the programs and activities Defendants offered to minors, Plaintiff was a foreseeable victim. Additionally, as a vulnerable child who Mancuso had access to through Defendants' facilities and programs, Plaintiff was a foreseeable victim.

67. As a direct result of the foregoing, Plaintiff sustained physical, emotional, and psychological injuries, along with pain and suffering. The sexual abuse and resulting injuries to Plaintiff were caused solely and wholly by reason of the negligent failures of Defendants.

**COUNT III: NEGLIGENT HIRING OF EMPLOYEES
AGAINST DEFENDANTS BOY SCOUTS OF AMERICA, GNYC,
TEN MILE RIVER, AND ALPINE**

68. Plaintiff incorporates all consistent paragraphs of this Complaint as if fully set forth under this count.

69. At all times material, Mancuso was employed by Defendants and was under each Defendant's direct supervision, employ, and control when he committed the wrongful acts alleged herein. Mancuso engaged in the illegal conduct while acting in the course and scope of his employment with Defendants and/or accomplished the sexual abuse by virtue of his job-created authority.

70. Defendants were negligent in the hiring of its employees. Defendants negligently hired and/or retained Mancuso and/or negligently placed Mancuso in a position to cause foreseeable harm which Plaintiff would not have been subjected to had Defendants taken reasonable care in its pre-hiring investigation of Mancuso.

71. Defendants negligently hired Mancuso with knowledge of Mancuso's propensity for the type of behavior which resulted in Plaintiff's injuries in this action. Defendants failed to investigate Mancuso's past history of inappropriate conduct and, through the exercise of reasonable diligence, should have known of Mancuso's propensity for child sexual abuse. Defendant was required to make an appropriate investigation of Mancuso and failed to do so. An appropriate investigation would have revealed the unsuitability of Mancuso for employment and it was unreasonable for Defendants to hire Mancuso in light of the information they knew or should have known.

72. As a direct result of the foregoing, Plaintiff sustained physical, emotional, and psychological injuries, along with pain and suffering. The sexual abuse and resulting injuries to Plaintiff were caused solely and wholly by reason of the negligent failures of Defendants.

**COUNT IV: NEGLIGENT TRAINING AND SUPERVISION OF EMPLOYEES
AGAINST DEFENDANTS BOY SCOUTS OF AMERICA, GNYC,
TEN MILE RIVER, AND ALPINE**

73. Plaintiff incorporates all consistent paragraphs of this Complaint as if fully set forth under this count.

74. At all times material, Mancuso was employed by Defendants and was under each Defendant's direct supervision, employ, and control when he committed the wrongful acts alleged herein. Mancuso engaged in the wrongful conduct while acting in the course and scope of his employment with Defendants and/or accomplished the sexual abuse by virtue of his job-created authority.

75. Defendants had a duty, arising from their employment of Mancuso, to ensure that he did not sexually molest children.

76. Further, Defendants owed a duty to train and educate employees and administrators and establish adequate and effective policies and procedures calculated to detect, prevent, and address inappropriate behavior and conduct between adults and children.

77. Defendants were negligent in the training, supervision, and instruction of their employees. Defendants failed to timely and properly educate, train, supervise, and/or monitor their agents or employees with regard to policies and procedures that should be followed when sexual abuse of a child is suspected or observed. Defendants were additionally negligent in failing to supervise, monitor, chaperone, and/or investigate Mancuso and/or in failing to create, institute, and/or enforce rules, policies, procedures, and/or regulations to prevent Mancuso's sexual abuse of Plaintiff. In failing

to properly supervise Mancuso, and in failing to establish such training procedures for employees and administrators, Defendants failed to exercise the degree of care that a reasonably prudent person would have exercised under similar circumstances.

78. As a direct result of the foregoing, Plaintiff sustained physical, emotional, and psychological injuries, along with pain and suffering. The sexual abuse and resulting injuries to Plaintiff were caused solely and wholly by reason of the negligent failures of Defendants in the training and/or supervising of its employees.

**COUNT V: NEGLIGENT RETENTION OF EMPLOYEES
AGAINST DEFENDANTS BOY SCOUTS OF AMERICA, GNYC,
TEN MILE RIVER, AND ALPINE**

79. Plaintiff incorporates all consistent paragraphs of this Complaint as if fully set forth under this count.

80. At all times material, Mancuso was employed by Defendants and was under each Defendant's direct supervision, employ, and control when he committed the wrongful acts alleged herein.

81. Defendants negligently retained Mancuso with knowledge of Mancuso's propensity for the type of behavior which resulted in Plaintiff's injuries in this action. Defendants failed to investigate Mancuso's past and/or current history of sexual abuse and, through the exercise of reasonable diligence, should have known of Mancuso's propensity for child sexual abuse. Defendants should have made an appropriate investigation of Mancuso and failed to do so. An appropriate investigation would have revealed the unsuitability of Mancuso for continued employment and it was unreasonable for Defendants to retain Mancuso in light of the information they knew or

should have known.

82. Defendants negligently retained Mancuso in a position where he had access to children and could foreseeably cause harm that Plaintiff would not have been subjected to had Defendants taken reasonable care.

83. In failing to timely remove Mancuso from working with children or terminate the employment of Mancuso, Defendants failed to exercise the degree of care that a reasonably prudent person would have exercised under similar circumstances.

84. As a direct result of the foregoing, Plaintiff sustained physical, emotional, and psychological injuries, along with pain and suffering. The sexual abuse and resulting injuries to Plaintiff were caused solely and wholly by reason of the negligent failures of Defendants in the retention of its employees.

PRAYER FOR RELIEF

WHEREFORE, based on the foregoing causes of action, Plaintiff prays for judgment against Defendants in an amount that will fully and fairly compensate Plaintiff for Plaintiff's injuries and damages and for any other relief the Court deems appropriate. The amount of damages sought in this Complaint exceeds the jurisdictional limits of all lower courts, which would otherwise have jurisdiction.

Plaintiff also requests an order requiring that Defendant Boy Scouts of America abate the nuisance its conduct has created by: 1) publicly releasing the Ineligible Volunteer Files maintained by Boy Scouts of America; 2) publicly disclosing the names of all agents and volunteers accused of child molestation, each agent and/or volunteer's history of abuse, each such agent and/or volunteer's pattern of grooming and sexual

behavior, and his last known address, including releasing of Defendant Boy Scouts of America's documents on the agents and volunteers; and 3) that Defendants discontinue their current practices and policies of dealing with allegations of child sexual abuse by its agents and volunteers secretly, and that it work with civil authorities to create, implement and follow a policy for dealing with such molesters that will better protect children and the general public from further harm.

JURY DEMAND

Plaintiff demands a trial by jury of all issues so triable. Pursuant to §4 of the New York Child Victims Act, Plaintiff is entitled to a trial preference.

Dated: August 19, 2019
New York, New York

/s/ Patrick Stoneking .
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